



# Town of Paradise Town Council Meeting Agenda 6:00 P.M. – February 12, 2019

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## Town of Paradise Council Chamber – 5555 Skyway, Paradise

Mayor, Jody Jones  
Vice Mayor, Greg Bolin  
Council Member, Steve Crowder  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Dina Volenski  
Community Development Director, Craig Baker  
Administrative Services Director/Town Treasurer, Gina Will  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, John Messina  
Chief of Police, Eric Reinbold

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
  - A. If you wish to address the Council regarding a specific agenda item, please complete a “Request to Address Council” card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
  - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, “Public Communication.” Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

## 1. OPENING

1a. Call to Order

1b. Pledge of Allegiance to the Flag of the United States of America

1c. Invocation

1d. Roll Call

1e. Special recognition is awarded to sworn and non-sworn police personnel and volunteers for their exemplary contributions to the department.

2018 Officer of the Year – Justin Chamness

2018 Public Safety Dispatcher of the Year – Andrea Lui

2018 Civilian Employee of the Year – Shawn Jordan

2018 Volunteer in Police Service (VIPS) of the Year – Rick Deppe

2018 Paradise Animal Shelter Helpers (PASH) of the Year Heather Wright

1f. Recognize the \$24,718 Grant Award from the North Valley Community Foundation Camp Fire Grant Program.

1g. Updates from Agencies regarding the Camp Fire.

## 2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

2a. p4 Approve January 2019 Cash Disbursements in the amount of \$1,904,545.78.

2b. p11 Adopt Resolution No. 19-\_\_\_, A Resolution of the Town Council of the Town of Paradise declaring Public Works Vehicle 9 as surplus property and authorizing disposal thereof by the Town Manager.

2c. p13 Authorize the Town Manager to enter into an agreement with Simon and Company, Inc. for lobbying services.

2d. p27 Accept the various private citizen and business donations offered to the Town of Paradise during the month of January 2019 in the amount of \$40,597.99.

2e. p28 (1) Accept a \$24,718 grant award from the North Valley Community Foundation, Camp Fire Grant program; and, (2) Authorize the Town Manager to execute contracts with vendors as required to complete the Animal Shelter projects encompassed by the grant award.

2f. p30 Accept the donation of equipment, supplies and improvements from Lisa Larkin and the Paradise Animal Shelter: Storage/Animal GoFundMe account, valued at \$5,703.32, from private citizen Lisa Larkin of Roseville, CA.

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

#### 4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

#### 5. PUBLIC HEARINGS - None

#### 6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- 6a. p32 Authorize the Town Manager, to advertise Request for Proposal for Post-Fire Recovery and Rebuilding Assistance. (ROLL CALL VOTE)

#### 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

#### 8. STAFF COMMUNICATION

- 8a. Town Manager Report

#### 9. CLOSED SESSION

- 9a. Pursuant to Government Code Section 54956.9(a), the Town Council will hold a closed session with the Town Attorney and Town Manager concerning the following pending case:

Town of Paradise v. PG&E Corporation, County of Butte Superior Court Case no. 19CV00259

- 9b. Pursuant to Government Code Section 54956.95, the Town Council will hold a closed session with the Town Attorney and Town Manager concerning the tort liability claim from Angie Orrego-Razo against the Town of Paradise.

#### 10. ADJOURNMENT

STATE OF CALIFORNIA ) COUNTY OF BUTTE )	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
_____	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
**JANUARY 1, 2019 - JANUARY 31, 2019**

January 1, 2019 - January 31, 2019

Check Date	Pay Period End	DESCRIPTION	AMOUNT
01/11/19	01/06/19	Net Payroll - Direct Deposits & Checks	\$142,731.97
01/25/19	01/20/19	Net Payroll - Direct Deposits & Checks	\$125,913.33
<b>TOTAL NET WAGES PAYROLL</b>			<b>\$268,645.30</b>

**Accounts Payable**

<b>PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.</b>			<b>\$253,642.00</b>
<b>OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.</b>			<b>\$1,382,258.48</b>
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE</b> (Detail attached)			<b><u>\$1,635,900.48</u></b>
<b>GRAND TOTAL CASH DISBURSEMENTS</b>			<b><u><u>\$1,904,545.78</u></u></b>

APPROVED BY: \_\_\_\_\_  
LAUREN GILL, TOWN MANAGER

APPROVED BY: \_\_\_\_\_  
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 1/1/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
73378	01/03/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.97		
73379	01/03/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,338.82		
73380	01/03/2019	Open			Accounts Payable	AT&T MOBILITY	\$145.04		
73381	01/03/2019	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.42		
73382	01/03/2019	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.73		
73383	01/03/2019	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,541.28		
73384	01/03/2019	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,113.56		
73385	01/03/2019	Open			Accounts Payable	COMCAST CABLE	\$2.62		
73386	01/03/2019	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$2,471.07		
73387	01/03/2019	Open			Accounts Payable	Cummins Pacific LLC	\$159.94		
73388	01/03/2019	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$346.80		
73389	01/03/2019	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
73390	01/03/2019	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$1,321.71		
73391	01/03/2019	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
73392	01/03/2019	Open			Accounts Payable	Honea, Kassidy	\$352.00		
73393	01/03/2019	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
73394	01/03/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$25,120.96		
73395	01/03/2019	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$65.33		
73396	01/03/2019	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
73397	01/03/2019	Open			Accounts Payable	Martinet, Michael	\$76.99		
73398	01/03/2019	Open			Accounts Payable	Mayhugh, Tyler	\$352.00		
73399	01/03/2019	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
73400	01/03/2019	Open			Accounts Payable	NORMAC INC	\$53.88		
73401	01/03/2019	Open			Accounts Payable	North State Tire Co. Inc.	\$178.10		
73402	01/03/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$110.71		
73403	01/03/2019	Open			Accounts Payable	Omni Pipelines	\$33,000.00		
73404	01/03/2019	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$27.54		
73405	01/03/2019	Open			Accounts Payable	Riebes Auto Parts	\$1,708.98		
73406	01/03/2019	Open			Accounts Payable	SBA Monarch Towers III LLC	\$142.32		
73407	01/03/2019	Open			Accounts Payable	Shoemaker, Charlie	\$84.90		
73408	01/03/2019	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
73409	01/03/2019	Open			Accounts Payable	VERIZON WIRELESS	\$115.29		
73410	01/03/2019	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
73411	01/03/2019	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$2.53		
73412	01/08/2019	Open			Accounts Payable	Aflac	\$189.92		
73413	01/08/2019	Open			Accounts Payable	Met Life	\$8,038.56		
73414	01/08/2019	Open			Accounts Payable	OPERATING ENGINEERS	\$816.00		
73415	01/08/2019	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,573.96		
73416	01/08/2019	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,651.78		
73417	01/08/2019	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$670.44		
73418	01/08/2019	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
73422	01/09/2019	Open			Accounts Payable	Southworth, Vicky	\$2,379.48		

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 1/1/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73423	01/09/2019	Open			Accounts Payable	Waegner, Maribeth	\$124,684.20		
73424	01/09/2019	Open			Accounts Payable	Werthmann, Darren & Melissa	\$3,899.21		
73425	01/10/2019	Open			Accounts Payable	ANDERSON, KATE	\$556.26		
73426	01/10/2019	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$493.30		
73427	01/10/2019	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$942.25		
73428	01/10/2019	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$1,600.00		
73429	01/10/2019	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$1,117.37		
73430	01/10/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$17.20		
73431	01/10/2019	Open			Accounts Payable	Riebes Auto Parts	\$214.39		
73432	01/10/2019	Open			Accounts Payable	Stratti	\$4,978.88		
73433	01/10/2019	Open			Accounts Payable	T and S DVBE Inc.	\$9,635.06		
73434	01/10/2019	Open			Accounts Payable	Visinoni Brothers Construction	\$147,594.27		
73435	01/15/2019	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$500.00		
73436	01/15/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
73437	01/16/2019	Open			Accounts Payable	Evans, Marian	\$1,046.69		
73438	01/16/2019	Open			Accounts Payable	Helmick, Elaine	\$93,281.24		
73439	01/16/2019	Open			Accounts Payable	Jensen, Maureen	\$54,425.00		
73440	01/16/2019	Open			Accounts Payable	O'Hearn, Robert	\$71,293.00		
73441	01/17/2019	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$647.78		
73442	01/17/2019	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$67.78		
73443	01/17/2019	Open			Accounts Payable	AT&T MOBILITY	\$86.46		
73444	01/17/2019	Open			Accounts Payable	AWARDS COMPANY	\$115.24		
73445	01/17/2019	Open			Accounts Payable	BATTERIES PLUS	\$425.66		
73446	01/17/2019	Open			Accounts Payable	Biometrics4ALL, Inc	\$1,343.76		
73447	01/17/2019	Open			Accounts Payable	BUTTE CO RECORDER	\$13.00		
73448	01/17/2019	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$126.00		
73449	01/17/2019	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$434.18		
73450	01/17/2019	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
73451	01/17/2019	Open			Accounts Payable	CALIFORNIA SURVEYING & DRAFTING	\$599.46		
73452	01/17/2019	Open			Accounts Payable	Cashier's Office	\$360.00		
73453	01/17/2019	Open			Accounts Payable	CDW-GOVT	\$19,895.08		
73454	01/17/2019	Open			Accounts Payable	CHICO ELECTRIC	\$583.54		
73455	01/17/2019	Open			Accounts Payable	COMCAST CABLE	\$2.62		
73456	01/17/2019	Open			Accounts Payable	COMCAST CABLE	\$2.62		
73457	01/17/2019	Open			Accounts Payable	Corbett, Sophia	\$9,700.00		
73458	01/17/2019	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,500.00		
73459	01/17/2019	Open			Accounts Payable	Entersect	\$84.95		
73460	01/17/2019	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$318.08		
73461	01/17/2019	Open			Accounts Payable	Farahmand, Kaivan	\$786.25		
73462	01/17/2019	Open			Accounts Payable	FASTENAL	\$363.11		
73463	01/17/2019	Open			Accounts Payable	Guakel, Thomas	\$4,900.00		
73464	01/17/2019	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$2,068.80		
73465	01/17/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,952.59		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 1/1/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73466	01/17/2019	Open			Accounts Payable	ID WHOLESALER	\$179.10		
73467	01/17/2019	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$6,115.33		
73468	01/17/2019	Open			Accounts Payable	K-Gas, Inc.	\$1,437.99		
73469	01/17/2019	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
73470	01/17/2019	Open			Accounts Payable	KP Research Services, Inc.	\$1,284.10		
73471	01/17/2019	Open			Accounts Payable	Lara, Kasey	\$282.43		
73472	01/17/2019	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
73473	01/17/2019	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
73474	01/17/2019	Open			Accounts Payable	MOBILE MINI INC	\$1,022.56		
73475	01/17/2019	Open			Accounts Payable	MUNICIPAL CODE CORP	\$681.00		
73476	01/17/2019	Open			Accounts Payable	NCCSIF TREASURER	\$105,448.75		
73477	01/17/2019	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,262.79		
73478	01/17/2019	Open			Accounts Payable	Paradise Post - Sub	\$59.36		
73479	01/17/2019	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$202.29		
73480	01/17/2019	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$803.78		
73481	01/17/2019	Open			Accounts Payable	R B SPENCER INC	\$869.97		
73482	01/17/2019	Open			Accounts Payable	Riebes Auto Parts	\$153.27		
73483	01/17/2019	Open			Accounts Payable	STERICYCLE, INC.	\$405.00		
73484	01/17/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$79.88		
73485	01/17/2019	Open			Accounts Payable	Tri Flame Propane	\$139.40		
73486	01/17/2019	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$48,274.78		
73487	01/17/2019	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,163.00		
73488	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS	\$523.25		
73489	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS	\$654.49		
73490	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS	\$550.28		
73491	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS	\$1,550.61		
73492	01/17/2019	Open			Accounts Payable	VERIZON WIRELESS	\$2,016.92		
73493	01/17/2019	Open			Accounts Payable	Vrooman, Gary	\$704.00		
73494	01/17/2019	Open			Accounts Payable	WAYNE MURPHY	\$6,241.00		
73495	01/17/2019	Open			Accounts Payable	WAYNE MURPHY	\$6,601.70		
73496	01/17/2019	Open			Accounts Payable	Will, Gina	\$50.00		
73497	01/23/2019	Open			Accounts Payable	Anderson, Russell	\$7,665.00		
73498	01/23/2019	Open			Accounts Payable	Christensen, Alan and Linda	\$96,610.00		
73499	01/23/2019	Open			Accounts Payable	Franklin, Christopher & Gretchen	\$137,425.00		
73500	01/23/2019	Open			Accounts Payable	Lyons, Patricia and Linda	\$1,593.05		
73501	01/23/2019	Open			Accounts Payable	Solwick, Jason	\$4,416.52		
73502	01/23/2019	Open			Accounts Payable	Waegner, Maribeth	\$21,300.00		
73503	01/23/2019	Open			Accounts Payable	Nelson, Katherine	\$1,170.96		
73504	01/24/2019	Open			Accounts Payable	Jones, Jody	\$540.25		
73505	01/28/2019	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$500.00		
73506	01/28/2019	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
73507	01/30/2019	Open			Accounts Payable	Fay, Carol	\$9,795.00		
73508	01/30/2019	Open			Accounts Payable	Johnson, Gary & Antoinette	\$86,128.53		
73509	01/30/2019	Open			Accounts Payable	Parson, Mark & Elizabeth	\$62,666.79		
73510	01/31/2019	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$44.17		
73511	01/31/2019	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$217.39		



TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 1/1/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73512	01/31/2019	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$247.50		
73513	01/31/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.97		
73514	01/31/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,630.14		
73515	01/31/2019	Open			Accounts Payable	AT&T MOBILITY	\$338.27		
73516	01/31/2019	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.42		
73517	01/31/2019	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.72		
73518	01/31/2019	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,639.13		
73519	01/31/2019	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,113.56		
73520	01/31/2019	Open			Accounts Payable	AWARDS COMPANY	\$263.09		
73521	01/31/2019	Open			Accounts Payable	Darden, Sherry	\$61.68		
73522	01/31/2019	Open			Accounts Payable	Emblem Enterprises, Inc.	\$663.29		
73523	01/31/2019	Open			Accounts Payable	Entersect	\$84.95		
73524	01/31/2019	Open			Accounts Payable	EXPRESS LUBE & OIL, ,	\$10.75		
73525	01/31/2019	Open			Accounts Payable	FASTENAL	\$482.04		
73526	01/31/2019	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$157.33		
73527	01/31/2019	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$499.96		
73528	01/31/2019	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$532.76		
73529	01/31/2019	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$500.00		
73530	01/31/2019	Open			Accounts Payable	Meeks Lumber & Hardware	\$890.70		
73531	01/31/2019	Open			Accounts Payable	MOBILE MINI INC	\$255.38		
73532	01/31/2019	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$12.94		
73533	01/31/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$215.66		
73534	01/31/2019	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,225.66		
73535	01/31/2019	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$24.16		
73536	01/31/2019	Open			Accounts Payable	Peters, Crystal	\$2,656.20		
73537	01/31/2019	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$160.00		
73538	01/31/2019	Open			Accounts Payable	T and S DVBE Inc.	\$9,872.98		
73539	01/31/2019	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$2,435.93		
73540	01/31/2019	Open			Accounts Payable	THOMSON-WEST/BARCLAYS	\$456.87		
73541	01/31/2019	Open			Accounts Payable	Tri Flame Propane	\$550.31		
73542	01/31/2019	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
73543	01/31/2019	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,367.72		
73544	01/31/2019	Open			Accounts Payable	VERIZON WIRELESS	\$550.26		
73545	01/31/2019	Open			Accounts Payable	VERIZON WIRELESS	\$2,599.91		
73546	01/31/2019	Open			Accounts Payable	VERIZON WIRELESS	\$115.29		
73547	01/31/2019	Open			Accounts Payable	VERIZON WIRELESS	\$365.95		
73548	01/31/2019	Open			Accounts Payable	Visinoni Brothers Construction	\$52,946.22		
73550	01/31/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$626.50		
73551	01/31/2019	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,000.00		
Type Check Totals:									
EET									
816	01/08/2019	Open			Accounts Payable	CALPERS	\$109,857.03		
817	01/15/2019	Open			Accounts Payable	CALPERS - RETIREMENT	\$29,290.86		
818	01/15/2019	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$6,874.01		
819	01/15/2019	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,388.17		

# CASH DISBURSEMENTS REPORT

From Payment Date: 1/1/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
820	01/15/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$24,973.21		
821	01/28/2019	Open			Accounts Payable	CALPERS - RETIREMENT	\$29,121.66		
822	01/28/2019	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,031.96		
823	01/28/2019	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,287.78		
824	01/28/2019	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,387.14		
9 Transactions							<u>\$235,211.82</u>		

Type EFT Totals:  
AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	170	\$1,400,688.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>170</b>	<b>\$1,400,688.66</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$235,211.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$235,211.82</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	179	\$1,635,900.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>179</b>	<b>\$1,635,900.48</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	170	\$1,400,688.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>170</b>	<b>\$1,400,688.66</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$235,211.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$235,211.82</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	179	\$1,635,900.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>179</b>	<b>\$1,635,900.48</b>	<b>\$0.00</b>



**TOWN OF PARADISE  
Council Agenda Summary**

**AGENDA NO. 2(c)**

**ORIGINATED BY:** Gina Will, Administrative Services Director

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Surplus Town Vehicle

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**COUNCIL ACTION REQUESTED:** Adopt a resolution declaring Public Works Vehicle 9 as surplus property and authorizing disposal thereof by the Town Manager.

**BACKGROUND:** Given the workload of maintaining over 100 vehicles and equipment by one Fleet Foreman, it is necessary to contract certain repairs out to local vendors. At the time of the 2018 Camp Fire, Public Works Vehicle 9 was at the yard of a local vendor waiting for repair. The vehicle was destroyed as the fire swept through Town.

**DISCUSSION:** Staff is requesting that this vehicle is declared as surplus so that it can be disposed of in a legally appropriate manner. Town staff is working with the vendor and Town's insurance to ensure that the following vehicle is replaced with similar specifications:

PW9 – 2011 Ford Truck – Vin ending B32743

**FISCAL IMPACT:** This vehicle will be replaced through the vendor's or the Town's insurance. If the vendor's insurance is used, there will be no financial impact to the Town. If the Town's insurance is used, the \$5,000 deductible can be claimed through FEMA's public assistance program.

**TOWN OF PARADISE  
RESOLUTION NO. 19-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,  
CALIFORNIA, DECLARING ONE VEHICLE SURPLUS AND AUTHORIZING  
THE DESTRUCTION OR DISPOSAL OF SAID SURPLUS.**

**WHEREAS**, the Town of Paradise wishes to dispose of one vehicle that was destroyed in the 2018 Camp Fire.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Paradise as follows:

Section 1. The Town Council hereby declares that Public Works vehicle 9, a 2011 Ford Truck with vehicle id of 1FTRF3B64BEB32743, surplus to be disposed of and/or destroyed as appropriate.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Jody Jones, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Dwight L. Moore, Town Attorney



**Town of Paradise  
Council Agenda Summary  
February 12, 2019**

**Agenda Item: 2(b)**

**Originated by:** Colette Curtis, Administrative Analyst II

**Reviewed By:** Lauren Gill, Town Manager

**Subject:** Authorize the Town Manager to enter into an agreement with Simon and Company, Inc. for lobbying services.

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**Council Action Requested:**

1. Authorize the Town Manager to enter into an agreement with Simon and Company, Inc. for lobbying services.

**Background:**

The Camp Fire, which burned through the Town of Paradise on November 8, 2018 caused widespread and unprecedented damage to the Town of Paradise and surrounding areas. Due to this event, the Town of Paradise has many important steps to recovery.

**Discussion:**

As the Town of Paradise moves through recovery and into rebuilding, staff will need assistance especially with financial and legislative action at the Federal level. This lobbying firm will use their expertise to guide the Town through this process.

**Fiscal Impact Analysis:**

Since Simon and Company, Inc. has offered their services for no fee, there is no impact to the General Fund.

# SIMON AND COMPANY

INCORPORATED

*Intergovernmental Relations and Federal Affairs*

1660 L Street, NW • Suite 501 • Washington, D.C. 20036

Office: (202) 659-2229 • Fax: (202) 659-5234 • [www.simoncompany.com](http://www.simoncompany.com)

Lauren Gill  
Town Manager  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

January 30, 2019

Dear Ms. Gill,

Please find the *Proposed Federal Strategy and Action Plan for the Town of Paradise* respectfully submitted by Simon and Company, Inc. for your review. This proposal provides a framework to support the development and implementation of your federal affairs agenda over the next year. My colleagues and I appreciate this opportunity to provide intergovernmental support to the Town of Paradise during the recovery process following the Camp Fire.

With more than 13,000 homes and businesses destroyed, we understand that there will be immense needs to rebuild housing, infrastructure, and commerce and provide basic services for your 26,000 residents. The federal government has a responsibility and major role in facilitating short-term relief and long-term recovery. We will provide intergovernmental assistance as the community implements its vision to rebuild and enhance its resiliency. We will work with your staff to identify key recovery projects and align federal resources with your long-term community and economic development goals. We will work with the Executive and Legislative Branches as your daily liaison and advocate in the nation's capital, utilizing a bipartisan approach to advance local priorities and projects.

We look forward to discussion with you, the Mayor, and the Town Council. After reviewing your needs and priorities, our staff will provide consultation on legislation, regulations, federal budget and appropriations requests, grant applications, and other initiatives.

Please contact me by phone at 202-659-2229 or via email if you have any questions regarding the content of this proposal. Thank you so much for your time and full consideration.

Sincerely,

*Jen Covino*

Jen Covino  
President

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## ***Proposed Federal Strategy and Action Plan for the Town of Paradise***

Professional Federal Lobbying Services  
February 1, 2019 - January 31, 2020



**Submitted to:**

**Lauren Gill, Town Manager  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969**

## **Scope of Work**

This *Proposed Federal Strategy and Action Plan* is respectfully submitted to the Town of Paradise to outline our proposed approach for federal lobbying services for the next year. We will organize an advocacy strategy in support of local priorities and refine the platform, as appropriate, in response to critical unfolding events in California and Washington, DC. We provide continuous analysis on the anticipated impacts of key developments, providing relevant information on the legislative, regulatory, and budgetary processes for local policymakers back in Paradise. These efforts will focus on both short-term relief and long-term recovery and resiliency.

### **Introduction**

Simon and Company, Inc. is a boutique intergovernmental affairs firm based in Washington, DC, specializing in the relationship between local governments and the federal government. We provide assistance to clients in the areas of legislative advocacy, regulatory affairs, federal grants, project development, special initiatives, and strategic engagement. Our clients include cities, counties, metropolitan planning organizations (MPOs), transit agencies, special district governments, housing authorities, local education agencies (LEAs), and other political subdivisions of regional and local government. Our experience includes a track record of measurable achievements in the areas of grants, legislation, appropriations, authorizations, and regulatory affairs.

Jennifer “Jen” Covino is the President of Simon and Company, Inc. Len Simon, our Senior Advisor, is the founder of the firm. Simon and Company, Inc. began operations in December 1987, and we have been in business continuously since that time. We are registered as a Subchapter 8 Corporation in Washington, DC under the name Simon and Company, Inc. The address of our office is 1660 L Street NW, Suite 501 Washington, DC 20036. The firm has five (5) employees: Jen Covino, Silvana Caldera, David Gellman, Stephanie Carter McIntosh, and Len Simon. Responsibility for all staff work undertaken on behalf of Paradise will be under the direction of Jen Covino with the assistance of Silvana Caldera, David Gellman, and Len Simon. All four (4) staff members are federally registered lobbyists.

We are proud of more than thirty years of experience providing support in intergovernmental affairs. Our bipartisan firm has a long record of achievements in the areas of legislation, discretionary grants, earmarks, appropriations, authorizations, and regulatory affairs. We provide strategic guidance to elected leadership, public administrators, and key department staff within local government. We work directly with mayors and county executives, city and town managers, chief executive officers of transit agencies, school superintendents, police and fire chiefs, and other key municipal staff to formulate effective advocacy strategies. We serve as a daily liaison to the executive and legislative branches of the federal government, advancing your local priorities as a satellite of Town Hall here in the nation’s capital. We will provide a base of operations for all of your activities in Washington, DC.

### **Our Approach**

We will function as part of an intergovernmental team that includes your elected leadership, the Town Manager, department staff, and your Congressional delegation including Senator Dianne Feinstein, Senator Kamala Harris, and Representative Doug LaMalfa. Our staff will work in conjunction with these local and federal officials to support a coordinated recovery in the aftermath of the Camp Fire. Our team will provide strategic guidance to the Town Manager,



Mayor and Council, and other staff involved in leading the process. We will serve as your daily liaison to the Administration and the Congressional delegation and key legislative staff on Capitol Hill. We work with the White House and federal agencies to educate key decision-makers throughout the Executive Branch. We solve problems with the federal agencies whenever regulatory barriers or issues occur. We work with your Congressional delegation throughout the legislative process and secure necessary support for projects and initiatives. We also coordinate activities with external stakeholders, national associations, and non-partisan intergovernmental organizations. In those external meetings and briefings, we represent your individual interests and build coalitions to advance shared objectives.

We will facilitate high-level discussions with federal representatives from the Administration and Congress. We are glad to connect Town officials with other public, non-profit, and private sector leaders in the fields of disaster recovery and resiliency. President Trump signed a Major Disaster Declaration (DR-4407) on November 12, 2018 in response to the California Wildfires for the period of November 8, 2018 through November 25, 2018. US Senators Feinstein and Harris urged the President to sign the declaration following Governor Brown's official request. We recommend that the Town of Paradise should continue its engagement with the White House, the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), and other agencies to ensure that it has access to the full resources available through the Major Disaster Declaration, as well as additional federal resources. FEMA is tasked with coordinating the interagency response on the federal level. To date, FEMA has approved only 7,527 Individual Assistance Applications in Butte, Los Angeles, and Ventura Counties. It has approved requests totaling \$70,578,053.29 through the Individual & Households Program. However, the agency has only obligated \$5,595,597.03 in Public Assistance Grants.

We will support the inventory and evaluation of both current and anticipated needs and to address any future issues that arise. Our team will identify existing federal resources, including grants and technical assistance, available through programs administered by each of the federal agencies. We will support your local staff throughout the federal grant application process, providing guidance and technical expertise, to ensure proposals are in compliance with federal requirements and objectives. Working with the Congressional delegation, we will seek out opportunities to pursue legislation or advance budget and appropriations requests in support of your efforts.

### **Engagement with the Administration**

Federal resources will be necessary to rebuild physical infrastructure like single and multi-family residential housing, assisted and public housing, commercial businesses, public facilities, schools, hospitals, transportation, public safety, water and sewer infrastructure, telecommunications systems, and local industry. Additionally, the federal government must partner with the local government to address secondary challenges resulting from the Camp Fire, which may relate to displacement, the loss of tax revenues, and the disrupted flow of goods and services in the market. We recommend continued discussions with the White House, requesting their active participation in supporting the interagency response under the leadership of FEMA.

Although FEMA is tasked with oversight, the U.S. Department of Housing and Urban Development (HUD) plays a key role administering the Community Development Block Grant Disaster Recovery (CDBG-DR) grant program. The purpose is to help local governments recover from Presidentially declared disasters, rebuild the affected areas, and provide crucial seed money to start the recovery process. This funding will support eligible activities include housing, economic development, infrastructure, and services programs. We will support the

development and implementation of your Action Plan and help local officials work through any issues that arise during public engagement, monitoring, or reporting.

The U.S. Environmental Protection Agency (EPA) oversees environmental monitoring compliance with federal regulations to ensure access to clean air and clean water. As you know, the agency has been on the ground overseeing removal of hazardous waste before the removal of fire debris. It will be helpful to coordinate long-term debris removal activities with federal land owners within the U.S. Department of Interior.

We would encourage local officials to seek opportunities to partner with other federal agencies including, but not limited to: the U.S. Department of Agriculture (USDA); the U.S. Department of Commerce Economic Development Administration (EDA); the U.S. Department of Energy; the U.S. Department of Transportation (DOT), U.S. Department of Treasury Community Development Financial Institutions (CDFI) Fund; and the Small Business Administration (SBA). We are glad to provide more information on the applicable programs administered by these agencies as the federal fiscal year moves forward and solicitations are released.

In addition to the built environment, it will be necessary for local government to support the human capital of the community through the provision of critical services. This disaster is a traumatic event that will have multi-generational impacts for individuals and the Paradise community. We recommend meeting with the U.S. Department of Health and Human Services (HHS) to discuss public health concerns and how the Administration can help support victims' recovery through long-term access to mental health, behavioral health, and wellness programs. We also recommend meeting with the U.S. Department of Education (ED) to discuss how they can support the local education agencies and K-12 students who are recovering from the traumatic event. The U.S. Interagency Council on Homelessness (USICH) coordinates federal resources to address homelessness. As the community rebuilds, the U.S. Department of Labor (DOL) administers a number of programs for workforce development and training.

The key to advancing many of these projects and proposals is maintaining good working relationships with the Administration, especially the key decision-makers in federal agencies. Over the past thirty years, we have enjoyed productive working relationships with Republican and Democratic Administrations alike. Our staff enjoys close working relationships with our intergovernmental counterparts within the federal agencies. The Executive Branch manages all discretionary grant programs of interest to the Town of Paradise, so it is important to monitor the agencies' activities. The agencies also have regulatory authority.

Our bipartisan approach and keen understanding of the bureaucracy enables us to seek out the most relevant policymakers for each topic of discussion. It is critical to understand each agency's structure in order to convene meetings and have discussions at the appropriate level. We seek out opportunities to engage with the political appointees and career staff who have a deep understanding of the issues at hand, as well as oversight authority of relevant programs and regulations of interest to Paradise. Sometimes, it may be appropriate to request a meeting with the Secretary or Assistant Secretary; conversely, there are instances in which it can be more effective to speak directly with the mid-level officials who oversee grant programs or with teams who have dedicated years to research to a specific policy question.

Our staff coordinates logistics with the officials themselves or their executive assistants, and we then confirm the meeting and day-of details. We produce and distribute briefing materials to appropriate staff in advance of the meetings, so that all involved parties are adequately prepared for a high-level discussion of the issue at hand. We address any questions or concerns have before the meeting. We attend these federal priority meetings to provide

support and assistance to Town officials, and we then undertake any follow up necessary in response to those conversations.

### **Engagement with the Congressional Delegation**

The Town of Paradise will benefit from its Congressional leadership on Capitol Hill. The community is represented by U.S. Senator Dianne Feinstein and U.S. Senator Kamala Harris in the upper chamber and U.S. Representative Doug LaMalfa in the lower chamber of Congress. We have worked with the Senators' DC and District Offices to draft legislative language, submit appropriations requests, and secure letters of support for discretionary grant applications frequently over the years. Without a doubt, the delegation's support will be key to securing additional federal resources for Paradise. We will set up in-person meetings with the Members and/or appropriate legislative staff to review your priorities. Our education, engagement, and communications with your representatives on Capitol Hill will continue on an ongoing basis.

Senator Feinstein's position serving on the powerful Senate Appropriations Committee will be helpful for Paradise. This Committee writes the legislation that allocates federal funds to the numerous government agencies, departments, and organizations on an annual basis. The Committee is also responsible for supplemental spending bills, which are sometimes needed in the middle of a fiscal year to compensate for emergency expenses. She serves as Vice Chairman of the Energy and Water Subcommittee. She is also assigned to the following Appropriations Subcommittees: Agriculture, Rural Development, Food and Drug Administration, and Related Agencies; Commerce, Justice, Science, and Related Agencies; Defense; Transportation, Housing and Urban Development, and Related Agencies; and Interior, Environment and Related Agencies. Senator Feinstein is well-positioned to effectively serve and address the needs of her constituents in Paradise.

Senator Harris serves on the Senate Homeland Security and Governmental Affairs Committee as well as the Committee on the Budget. Her membership on the former committee is especially relevant, as it has oversight responsibility for DHS, including FEMA and its activities. In that capacity, Senator Harris can be a critical voice in long-term recovery and partnership with FEMA. The Budget Committee is responsible for drafting annual federal budgets and monitoring and enforcing rules surrounding spending and revenue. Senator Harris can support the Town's budget priorities and requests in support of specific agency activities.

Congressman LaMalfa represents California 1st Congressional District. His positions serving on the House Natural Resources Committee, House Agriculture Committee, and House Transportation and Infrastructure Committee provide great opportunity for the Congressman to champion your causes and address a variety of needs. His staff has compiled resources available for constituents and intergovernmental partners. The Congressman recently stated, *"These are American citizens who require our help. I will continue to work in Congress, and with the Administration to ensure we have the funds needed to recover from these disasters."* We look forward to working with Congressman LaMalfa's DC and District Offices on your behalf.

### **Engagement with National Associations and Stakeholders**

Outside of our direct work with the federal government, we rely on a network of professionals from national organizations associated with local governments and policymakers across the spectrum of urban affairs. We enjoy close relationships with intergovernmental partners, including the National Association of Counties (NACo), the U.S. Conference of Mayors (USCM), the National League of Cities (NLC), and the International City/County

Manager Association (ICMA). We consistently attend their meetings and forums. These forums provide us with a great opportunity to gain insight, exchange best practices, and participate in coalition-building efforts that are critical to advance our federal affairs agenda.

We coordinate our coalition-building efforts with organizations with shared interests. Examples include, but not limited to: the National Association of Regional Councils (NARC); International Economic Development Council (IEDC); Climate Mayors; Accelerator for America; the American Public Transportation Association (APTA); Smart Growth America (SGA) and Transportation 4 America (T4); Results for America; GOVERNING; Bloomberg; the Brookings Institution; and the Women in Transportation Seminar (WTS). These professional connections provide us with policy expertise and strong supporting evidence from a diverse collection of voices involved in federal advocacy here in Washington, DC.

As your federal consultant, we consider it a professional responsibility to maintain close relationships with colleagues in this far-reaching network, which is a tremendous asset. We will continue to partner with these national associations and other industry stakeholders to amplify those calls in support of laws and federal investments beneficial to the residents of City of Tacoma. We will work with these partners to ensure that the Administration recognizes the value of preserving the traditional partnership between the federal government and local government in providing funding and financing for your key projects.

### **Legislative Advocacy and Regulatory Monitoring**

We will align legislative priorities of Congress with the efforts we undertake involving the Administration and its regulatory and grant-making authority. It is necessary to understand the relationship between the Federal Agencies and their corresponding authorizers and appropriators in Congress. We will branch the divide between the Executive and Legislative Branches. Legislative and regulatory monitoring is a key component of our daily work. For example, we collectively review and examine the Federal Register, Grants.gov, CongressionalQuarterly.com, and the websites of over 100 federal agencies, Congressional committees, and Senate and House offices daily for the latest developments impacting municipal authorities. We review press materials and notices, and we communicate pertinent information through a variety of methods and formats for you to incorporate that information into your decision-making process. Our products include briefing materials, statements, testimony, and public comments in response to notices and proposed rule-makings issued by the Executive Branch, as well as legislative proposals introduced by lawmakers in both chambers of Congress.

We monitor the federal regulatory process closely as the Administration publishes Notices for Proposed Rules, Finals Rules, and Significant Documents. We assess how proposed regulatory changes will impact the operations of local government. We then help local officials to articulate their support or concerns through public comment, in-person meetings, and other methods of stakeholder engagement. Periodically, federal agencies may create unnecessary problems or burdens, such as unfunded mandates, and these matters must be resolved in a timely manner. Sometimes, these issues result from an agency's misinterpretation or misunderstanding of facts or impacts at the ground level. When regulatory issues arise, we are there to assist our clients to pursue solutions. We help organize a strategy to defend the MPO or other unit of local government before the Federal Agencies. When appropriate, we will communicate these issues to the Congressional delegation and other relevant interests on Capitol Hill and involve them in the process of working toward a favorable resolution.

The *Washington Friday Report* is our weekly update that provides a comprehensive review of the week's legislative and agency activity, grants, best practices, and other issues of importance to local governments. We cover key movement in the following areas: the legislative agenda in Congress and the annual budget and appropriations process; White House policy directives and initiatives; the federal agencies and key regulatory processes and reforms of concern; stakeholder engagement opportunities; federal grant announcements and additional private or nonprofit resources; best practices, innovative strategies, and lessons learned from other units of state or local governments; summaries of remarks by or discussions with key figures; and other items that may be of interest to policymakers.

## **Federal Grants**

We identify federal discretionary grant opportunities of interest to the Town of Paradise in support of local projects or programs. We produce memoranda on funding opportunities several times a week as agencies publish notices in the Federal Register. We want to align your local initiatives with Congressional intent as prescribed by the legislative statute, as well as discretionary priorities being pursued by the Administration and Cabinet members. We provide support throughout the entire grant application process. We are glad to serve as your initial peer reviewer, offering guidance on the narrative, providing additional useful data points, and editing drafts of the proposal. We will work with City staff to develop a competitive proposal that will score well with Department staff and peer review teams, following the evaluation criteria put forth in the Notice of Funding Availability/Opportunity (NOFA/NOFO) or Request for Proposals (RFP). We seek the support of the Congressional delegation, which includes letters of support. When appropriate, project sponsors and Members of Congress may engage in follow up discussions with leadership of the federal agency, as allowed under federal statutes.

## **Key Personnel**

### **Jen Covino, President**

Jen Covino is the President of Simon and Company, Inc. She joined the firm as an Associate in December 2011, and she has since served our clients as Director of Intergovernmental Affairs and Vice President. Jen provides strategic guidance to local elected officials and public administrators as they develop and implement federal affairs agendas. She serves as a daily liaison to the federal government, maintaining relationships the Administration and Congress, on behalf of clients. Jen oversees legislative advocacy, regulatory analysis, and coalition-building efforts in support of key issues of concern to municipalities. She functions as the federal grants coordinator, identifying discretionary and formula grant programs, credit assistance, tax credits, and other available resources. Her focus areas include: transportation and infrastructure, community development, economic development, housing, social impact bonds, tax credits, community policing and public safety, civil rights, public arts, and women's empowerment.

Jen currently serves as Vice Chair of the Legislative Affairs Committee of the Women's Transportation Seminar (WTS) DC Chapter, which seeks to enhance professional development opportunities for women in the sector. She started her career at TranSComm, local transportation management agency (TMA) coordinating transit services and sustainability efforts in the Albany Street corridor of Boston's South End. In that role, she oversaw transportation planning, federal and state grant administration, communications, and public engagement in the community.

Jen received her Bachelor's of Arts with a double major in History and American Studies from Boston University in December 2010. After relocating to the District in 2011, Jen volunteered at the White House Office of Presidential Correspondence during the Obama Administration. She reviewed and responded to mail addressed to President Obama from Americans sharing their experiences. It was an honor to assist the Administration in those engagement efforts. Jen graduated from the George Washington University Trachtenberg School of Public Policy and Administration in 2013, receiving a Master of Public Administration (MPA). She is a member of Pi Alpha Alpha, the National Honor Society for Public Affairs and Administration. Her graduate work included consulting for the Federal Interagency Reentry Council. She proudly hails from East Boston, Massachusetts and now resides in the Adams Morgan neighborhood of Washington, DC.

### **Silvana Caldera, Director of Intergovernmental Affairs**

Now in her third year at Simon and Company, Silvana Caldera joined the team as an Associate in 2016. She currently serves as our Director of Intergovernmental Affairs, where she provides support to our clients helping them navigate the federal government on a day-to-day basis.

A south Florida native, Silvana holds an undergraduate degree from the Florida State University. She interned for members of both the US House of Representatives and US Senate as a student. She then moved to D.C. to pursue her Master of Public Administration from the George Washington University's Trachtenberg School of Public Policy and Public Administration, where her focus was on federal politics and policy. Upon completing her masters, she worked as a full-time professional staff member for Congressman John Sarbanes of Maryland, where she enjoyed learning about the inner workings of Capitol Hill.

Silvana's policy interests include compassionate governance, women's issues, natural resources, energy and the environment, and climate change resiliency due to its particular relevance to Florida's coastline and having experienced the effects of natural disasters first-hand. As a first-generation American, Silvana is also deeply passionate about immigration policy and enjoys engaging on this topic in a professional capacity. She is a member of the Latino Leaders Network, a non-profit organization dedicated to establishing relationships within and supporting the Latino community. She has also served as a guest speaker and mentor for students participating in the Congressional Hispanic Caucus Institute internship program.

At Simon and Company, Silvana's responsibilities include strategic engagement, federal policy, legislative analysis, event planning, and communications. She coordinates our federal priorities meetings, preparing clients for the most effective engagement with the Administration and Congress. Silvana enjoys close working relationships with lawmakers on both sides of the aisle stemming from her years on Capitol Hill. She is proud to maintain this bipartisan network to effectively communicate the priorities and concerns of local governments.

### **David Gellman, Intergovernmental Affairs Associate**

Our most recent addition, David Gellman joined the firm as an Intergovernmental Affairs Associate. David's policy interests include transportation and infrastructure, education and workforce development, animal welfare and natural resources conservation, and government oversight and reform. He is responsible for legislative analysis, communications, event planning, and writing our weekly update, the Washington Friday Report.

Prior to joining our firm, David served as a Legislative Assistant providing support to a small government affairs firm located in the nation's capital. In that capacity, he oversaw analysis

involving federal tax, housing, transportation and infrastructure, energy, and public lands. Previously, David served as a Legislative Aide for Congressman Raúl Grijalva of Arizona and as a Deputy Scheduler/Staff Assistant for Congressman Ted Deutch of Florida. He enjoyed building bipartisan coalitions to move legislation and political objectives forward during his time on Capitol Hill.

David is a candidate for a Master of Public Administration at the George Washington University Trachtenberg School of Public Policy and Public Administration. He holds a Bachelor of Arts with a major in Government and minor in Spanish from Georgetown University. He is fluent in Spanish.

### **Stephanie Carter McIntosh, Special Projects Manager**

Stephanie Carter McIntosh is a native Washingtonian who serves as the Special Projects Coordinator at Simon and Company. She oversees our accounting and provides administrative support to our clients and professional staff. In August 2018, Stephanie celebrated her twentieth anniversary of work. Stephanie previously held positions at the Library of Congress and HQ Business Centers. She is a graduate of Virginia State University, located in Petersburg, VA, with a Bachelor's degree in psychology. Stephanie also studied elementary education in the Master of Arts Teaching Program at Trinity College. Stephanie is an active member of the Parent Teacher Association, the MaMa Sisterhood of Prince George's County, and her church, where she serves on the hospitality committee. Stephanie loves the opportunity to help and work with young children when she can, as it is a true passion of hers. She regularly volunteers and participates in various events in the community including Feed My Starving Children, raising money for young mothers, volunteering at the local elementary school, and at the Back to School backpack drive. She resides in Maryland with her husband Marc and son Maxwell.

### **Len Simon, Founder and Senior Advisor**

Len Simon has devoted his career to the federal affairs concerns of local governments. He founded Simon and Company, Inc. to serve municipal interests in 1987. In January 2019, he resigned as President of the firm to transition to the role of Senior Advisor. In this new capacity, Len will continue to offer strategic guidance to clients, drawing upon his decades of expertise in the field of intergovernmental affairs.

Previously, Len served as a staff member at the U.S. Conference of Mayors starting in March 1977. He became an Assistant Executive Director in October 1978, a position he held until July 1986. In that role, Len was responsible for policy development and legislative affairs in the fields of transportation, environment, infrastructure, natural resources, and telecommunications. He holds graduate and undergraduate degrees in public policy from the George Washington University, where he also taught for five years in the College of Continuing Education. He serves as a member of the Alumni Advisory Board of George Washington's Trachtenberg School of Public Policy and Public Administration. Len speaks regularly in forums around the country on developments in Washington that impact local governments.

Len served as President of his neighborhood civic group, the Edgemoor Citizens Association, for more than a decade from 2003 to 2013. He was a member of the Montgomery County Infill Development Task Force and the Montgomery County Organizational Reform Commission, which was created to address structural responses to the County's budget crisis during the Great Recession. In October 2014, the Montgomery County Council confirmed Len for a three year term on the Board of the Bethesda Urban Partnership (BUP), the innovative county non-profit organization established in 1994 to oversee maintenance and promotion of the downtown.

### **Proposed Budget**

Our firm will waive professional services fees to perform the scope of services outlined above for the Town of Paradise for the period of February 1, 2019 through January 31, 2020.

### **Conclusion**

Thank you for allowing us to present an outline for *Proposed Federal Strategy and Action Plan for the Town of Paradise*. We would welcome the opportunity to support your recovery efforts as your federal advocates in Washington, DC. Please contact us if you need additional information or if you have any questions regarding the content of the proposed strategy. We look forward to talking with you soon.



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2019, by and between THE TOWN OF PARADISE, CALIFORNIA and SIMON AND COMPANY, INC. hereinafter referred to as the “Contractor.”

WHEREAS, the Contractor is qualified and prepared to perform the services as outlined in the proposed scope of work above, carrying out duties and responsibilities in a timely manner;

WHEREAS, the Town seeks federal lobbying services to support the efforts of municipal officials following the Camp Fire for the safety and well-being of its 26,000 citizens; and

WHEREAS, the Contractor agrees to perform those services working with and on behalf of the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. The Contractor shall comply with all federal, state and local conflict of interest laws as they shall apply to all parties and beneficiaries under this Agreement. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder.
2. The Contractor is considered an independent contractor who shall at all times perform duties and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the Town of Paradise, nor shall it be eligible for any employee benefits.
3. The Contractor agrees to perform services under this Agreement consisting primarily of federal lobbying services. Contractor agrees not to work in opposition to any legislative or regulatory priorities of the Town. All obligations and services of the Contractor undertaken pursuant to this Agreement shall be completed on or before January 31, 2020.
4. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap.

This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

TOWN OF PARADISE

CONTRACTOR  
SIMON AND COMPANY, INC.

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(Signature)

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(Signature)

LAUREN GILLS, TOWN MANAGER  
TOWN OF PARADISE  
5555 SKYWAY  
PARADISE, CA 95969

JENNIFER COVINO, PRESIDENT  
SIMON AND COMPANY, INC.  
1660 L STREET NW, SUITE 501  
WASHINGTON, DC 20036  
OFFICE: (202)659-2229



**Town of Paradise  
Council Agenda Summary  
Date: February 12, 2019**

**Agenda Item: 2(d)**

**Originated by:** Gina Will, Administrative Services Director  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Monetary Donations

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**Council Action Requested:**

Accept the various private citizen and business donations offered to the Town of Paradise during the month of January 2019 in the amount of \$40,597.99.

**Alternatives:**

Do not accept the donations.

**Background:**

According to Town Resolution #96-17, donations shall be offered directly to the Town Council for acceptance, whenever the donor proposes to restrict the use of the money for a specific purpose.

**Discussion:**

The Town has received generous donations from various citizens and businesses to support the Town's efforts to maintain services and support community recovery from the 2018 Camp Fire. A schedule of donations is summarized below. These donations can also count toward the matching requirement of the public assistance Cal OES and FEMA claims.

**Fiscal Analysis:**

The monies have been placed in the appropriate fund according to the desired use of the donor as follows:

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
7808	Canine Protection Unit Donations	\$300.00
7810	Fire Department Misc. Donations	800.00
7811	Animal Control Misc. Donations	5,741.81
7811	Animal Control Camp Fire Recovery	1,527.23
7815	Camp Fire General Donations	32,228.95
Totals		\$40,597.99

The monies will be budgeted and approved for use by the Town Council in upcoming budgets.



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: FEBRUARY 12, 2019**

**AGENDA ITEM: 2(e)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Animal Control Grant Acceptance

**COUNCIL ACTION REQUESTED:**

- (1) Accept a \$24,718 grant award from the North Valley Community Foundation, Camp Fire Grant program; and,
- (2) Authorize the Town Manager to execute contracts with vendors as required to complete the Animal Shelter projects encompassed by the grant award.

**ALTERNATIVES:**

- (1) Reject the \$24,718 grant award from the North Valley Community Foundation Camp Fire Grant program.

**BACKGROUND:**

On November 8, 2018 Town of Paradise experienced the most destructive fire in our California's history, the Camp Fire killed 86 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within Paradise. On January 3, 2019, Becki Brunelli, a private citizen, worked with Town of Paradise Animal Control Supervisor Jennifer Robbins to apply to the North Valley Community Foundation, Camp Fire Grant program for financial assistance to purchase and install equipment to be utilized by the Paradise Animal Shelter for disaster recovery and ongoing Shelter operations.

**DISCUSSION:**

Town Council Resolution No. 96-17 provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s).

As such, the Council is requested to accept the grant as a donation from the North Valley Community Foundation, Camp Fire Grant Program, awarded to the Town of Paradise Animal Shelter, for a total value of \$24,718 (This amount is also included in a report from the Administrative Services director in the report of donations received

during January 2019). The grant is designated to provide the following equipment and improvements to the Town of Paradise, Animal Shelter:

<b>NORTH VALLEY COMMUNITY FOUNDATION, CAMP FIRE GRANT AWARD</b>	
<b>Equipment / Improvement</b>	<b>Grant Estimated Price</b>
Electric Water Heater	\$747.00
High Capacity, Commercial, Washer and Dryer	\$13,634.00
Commercial, Under-Counter Dishwasher	\$3,313.00
Refrigerator	\$558.00
Exercise Yard Canopy	\$1,898.00
Exercise Yard Gravel	\$248.00
Exercise Yard Retaining Wall	\$4,320.00
<b>TOTAL GRANT</b>	<b>\$24,718.00</b>

Staff recommends the Town Council accept the grant for the equipment and improvements. The Council further authorizes Town staff to enter into contracts and to complete contracts relating to the purchase, delivery and installation of the equipment and improvements, in compliance with established Town of Paradise purchasing processes.

**FINANCIAL IMPACT:**

The North Valley Community Foundation, Camp Fire Grant program award is expected to have no negative fiscal impacts and is expected to lead to long-term fiscal savings through increased energy efficiency, reduced staff time for cleaning and maintenance of the Shelter facilities and supplies, reduced maintenance to consumer grade appliances currently in use, and the reduced cost to the Town for replacement of equipment that is reaching the end of its useful life.



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: FEBRUARY 12, 2019**

**AGENDA ITEM: 2(f)**

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**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Animal Control Grant Acceptance

**COUNCIL ACTION REQUESTED:**

Accept the donation of equipment, supplies and improvements from Lisa Larkin and the Paradise Animal Shelter: Storage/Animal GoFundMe account, valued at \$5,703.32, from private citizen Lisa Larkin of Roseville, CA.

**BACKGROUND:**

On November 8, 2018 Town of Paradise experienced the most destructive fire in California's history, the Camp Fire killed 86 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within Paradise. During the fire, many fleeing residents were not able to retrieve their family pets. Since the fire, hundreds of animals from the Camp Fire burn area have been located and reunited with their families. Many more animals are still being located.

Prior to the Camp Fire, the Town of Paradise Animal Shelter had a modest budget requiring fiscal prudence to support ongoing operations, working closely with non-profit organizations such as PASH as well as private donors to sustain vital programs. The Shelter also has limited sheltering capacity and supply storage. After the Camp Fire the Shelter reached capacity for sheltering animals as well as for storage of food and supplies, as the re-entry process occurred and the recovery process continues. Hundreds of animals have been rescued from the Camp Fire burn area, and many are transitioning through the Town of Paradise Animal Shelter as Shelter staff and volunteers work to reunite animals with their families and to find new forever families to adopt animals that cannot be returned to their owners.

During this process, many people have volunteered to help within the Shelter, and many others have donated money and supplies to support ongoing rescue and reunification operations. Lisa Larkin, a private citizen of Roseville, CA, has significantly contributed to the Town of Paradise Animal Shelter through her personal efforts, and by coordinating a GoFundMe account to raise money to donate to the Shelter ( <https://www.gofundme.com/Paradise-animal-shelter-storage-and-other-exp> ). As of Thursday January 31, 2019, Lisa Larkin's GoFundMe account has raised \$11,235 of a \$20,000 goal. She continues to work with Animal Control Supervisor Jennifer Robbins to support the Shelter by funding urgent needs for the Shelter as they arise, through the GoFundMe Account.

As the Shelter reached capacity for storage of food and supplies, Lisa Larkin donated a 40' x 8' Cargo Worthy Container, valued at \$3,175.00 to the Town of Paradise Animal Shelter on December 31, 2018. As the Town of Paradise Animal Shelter reached capacity for sheltering cats removed from within the Camp Fire burn area, Lisa Larkin donated a rented, 20' x 8' portable office building, with a finished interior and heating system, to shelter cats rescued from the Camp Fire burn area for three (3) months beginning 01-18-2019. Additionally, Lisa Larkin has donated multiple tools and supplies for use by the Town of Paradise Animal Shelter to support their ongoing Shelter operations.

**DISCUSSION:**

Town Council Resolution No. 96-17 provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s).

As such, the Council is requested to accept the donations from Lisa Larkin and the GoFundMe account she is facilitating, gifted to the Town of Paradise Animal Shelter, for a current value of \$5,703.32 and a potential total value of up to \$20,000. The donations heretofore have provided the following equipment and improvements to the Town of Paradise, Animal Shelter:

<b>LISA LARKIN &amp; PARADISE ANIMAL SHELTER: STORAGE/ANIMAL SPACE/OTHER DONATIONS</b>		
<b>Equipment / Improvement Donated</b>	<b>Supplier</b>	<b>Value</b>
40' x 8' Cargo Worthy Container	Mid-State Containers	\$3,175.00
20' x 8' portable office building	Mobile Mini Solutions	\$1,235.82
Food and cleaning supplies	Costco	\$379.23
Storage supplies	Lowe's	\$187.98
Shelving and storage supplies	Lowe's	\$515.87
Clip boards	Office Depot	\$32.92
Clip boards and cat litter	Walmart	\$176.50
<b>Total to Date</b>		<b>\$5,703.32</b>

Staff recommends the Town Council accept the donation of the equipment, supplies and improvements from Lisa Larkin and the Paradise Animal Shelter: Storage/Animal GoFundMe account.

**FINANCIAL IMPACT:**

The donations from Lisa Larkin and the Paradise Animal Shelter: Storage/Animal Space/Other donations are expected to have no negative fiscal impacts and is expected to lead to long-term fiscal savings through reduced staff time for cleaning and maintenance of the Shelter facilities and supplies, and the reduced cost to the Town for additional equipment, improvements and supplies that are necessary for the continued support of Camp Fire animal recovery and reunification efforts.



**Town of Paradise  
Council Agenda Summary  
Date: February 12, 2019**

**Agenda Item: 6(a)**

**Originated by:** Marc Mattox, Assistant Town Manager/Public Works Director  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Request for Proposal for Post-Fire Recovery and Rebuilding Assistance

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**Council Action Requested:**

1. Authorize the Town Manager, to advertise Request for Proposal (RFP) for Post-Fire Recovery and Rebuilding Assistance.

**Alternatives:**

Decline to authorize and provide alternative direction to staff.

**Background:**

On November 8, 2018 Town of Paradise experienced the most destructive fire in California's history. The Camp Fire killed 85 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) and significantly impacts the Town's revenue sources. In addition, the Town sustained loss of public infrastructure, facilities and equipment.

**Discussion:**

The Town Community Development Department is understaffed and not prepared to accommodate the intake and processing of the expected private development workload due to the enormity of the Camp fire event. Staff seeks to initiate an RFP process to select a firm that is prepared and qualified to provide assistance to the Town. The Town will seek sealed proposals from responsible and qualified firms with experience in establishing and operating a post disaster recovery rebuild center for a sustained period of time to assist with permitting procedures associated with recovery and rebuilding efforts. The services would include the following:

- Review of applicable standards
- Permit review
- Inspection services for compliance with environmental, building, fire, planning,



and engineering regulations

- Associated communication and outreach services to inform the public on processes and procedures.
- Additional requested services may also include but not limited to:
  - planning services
  - plan review services
  - on-site plan inspection services
  - fire prevention plan review and inspection
  - public works engineering
  - geotechnical engineering support
  - health and safety
  - environmental waste water services.

The Town desires to have office activities commence as soon as possible and the Town has existing space where staff and workstations can be located. The Town anticipates some combination of the following staff augmentation:

- Project Lead/Manager
- Planners
- Long-Range Planning Lead
- Project Planners
- Plan Check Lead
- Plan Check Engineers
- Building Inspectors
- Code Enforcement Officers
- Permit Technicians
- Civil Engineering Technicians
- Geotechnical Professionals
- Environmental
- Health and Safety Specialists
- Customer Service
- Marketing and Outreach
- Environmental Review
- Technology and GIS
- Legal Support
- and others as deemed necessary by the selected firm and the Town.

The Town understands that one firm may not have the expertise or staffing to perform all these functions. The Town may award single or multiple agreements from this solicitation.

The following provides a detailed scope of the services needed. This list is not all inclusive of services needed to rebuild a community after a major disaster:

1. Project review and processing of development applications consisting primarily of residential development, including permit and plan materials, architectural plans and possibly grading plans;
2. Processing of development permits and exemptions;
3. Meeting with applicants on planning applications onsite or near Town Hall;
4. Developing project conditions and drafting staff reports and approval documents;
5. Analyzing technical planning documents and development plans for consistency with Town's general plan, and local zoning ordinances;
6. Consultation with regulatory agencies as necessary including, but not limited to Town, County of Butte, CAL Fire, HCD Department, and Caltrans;
7. Consultation and coordination with Town staff and departments;
8. Review of environmental assessments and determine appropriate level of CEQA review;
9. Presentation of staff reports and other documents before the Town Staff and Council, and other permitting agencies;
10. Plan review services performed professionally licensed engineers and/or by an International Code Council (ICC) certified plans examiner on an as-needed basis which shall include but not be limited to:
  - a. Building Plan Review
  - b. Mechanical Plan Review
  - c. Electrical Plan Review
  - d. Plumbing Plan Review
  - e. Grading and Shoring Plans
  - f. CalGreen Review
  - g. California Energy Compliance
11. On-site and electronic plan check engineer(s);
12. Inspection services;
13. CASp services;
14. Public Works engineering review;
15. Geotechnical review.

**Financial Impact:**

The cost associated with issuing the RFP is minor, isolated to the cost of advertising the notice and costs of production. The costs associated with selecting a firm and contracting for the services are significant. Simultaneously while issuing the RFP, staff is exploring funding options for these services through a Hazard Mitigation Program

Grant. This grant could fund 75% of the costs of services leaving 25% to fund through fee for services. This would allow plan check and permitting fees to remain affordable to the public, but also ensure that resilient and stringent building practices are being followed. More detailed analysis and impacts will be brought forward for Town Council consideration when the proposals are evaluated and a firm is recommended.

**Attachments:**

Exhibit A - Request for Proposal for Post-Fire Recovery and Rebuilding Assistance



# **TOWN OF PARADISE**

## **REQUEST FOR PROPOSALS**

Contract

**POST-FIRE RECOVERY AND REBUILDING ASSISTANCE**

Date Released: February 13, 2019

Town of Paradise  
Community Development Department  
5555 Skyway  
Paradise, CA 95969

Proposals are due prior to 4:00 p.m. March 1, 2019

## **SECTION I - INTRODUCTION / BACKGROUND**

On November 8, 2018, the most destructive wildfire in California history began in Butte County, California and quickly spread to the Town of Paradise. After burning for over three weeks, the fire ultimately destroyed, within the Town limits alone, over 12,000 residential units, 400 commercial structures and 3,000 accessory structures with an estimated property loss of over \$9 billion.

The Town of Paradise (Town) is Butte County's second largest incorporated jurisdiction with a population of 26,682. This loss of housing displaced over 10 percent of the entire county's population. It is critical the Town expeditiously facilitate the rebuilding of destroyed homes and businesses.

## **SECTION II- TERM/PROPOSED AGREEMENT**

The Town seeks to initiate the firm or firms in a selection process as soon as possible. The term of the agreement is anticipated to be twenty-four months. The proposed agreement is attached to this Request for Proposals (RFP) as Attachment E.

## **SECTION III - SCOPE OF SERVICES**

The Town is seeking sealed proposals from responsible and qualified firms with experience establishing and operating a post disaster recovery rebuild (Fire, Hurricane, Tornado, ETC.) center for a sustained period to assist with permitting procedures associated with recovery and rebuilding efforts, general scope to include:

- Review of applicable standards
- Permit review
- Inspection services for compliance with environmental, building, fire, planning, and engineering regulations
- Associated communication and outreach services to inform the public on processes and procedures.
- Additional requested services may also include but not limited to:
  - planning services
  - plan check services
  - on-site plan inspection services
  - fire prevention plan review and inspection
  - public works engineering
  - geotechnical engineering support
  - health and safety
  - environmental waste water services.

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

The Town desires to establish a post disaster recovery-centered office that offers permit intake and processing, record support, plan review, and inspection services for approximately 8,000 residential permits and 300 commercial permits. The office will offer the full range of planning and building assistance to residents, contractors, and developers. In addition, the Town desires that the office have outreach specialists to help provide education and outreach to the community on processes and progress of rebuilding.

The Town desires this office commence activities as soon as possible and the Town has existing space where staff and workstations can be located. The Town utilizes Accela software for permitting, building, and inspections.

The Town anticipates some combination of staff augmentation from the following list to staff this office:

- Project Lead/Manager
- Planners
- Long-Range Planning Lead
- Project Planners
- Plan Check Lead
- Plan Check Engineers
- Building Inspectors
- Code Enforcement Officers
- Permit Technicians
- Civil Engineering Technicians
- Geotechnical Professionals
- Environmental
- Health and Safety Specialists
- Customer Service
- Marketing and Outreach
- Environmental Review
- Technology and GIS
- Legal Support
- and others as deemed necessary by the selected firm and the Town.

The Town understands that one firm might not have the expertise or staffing to perform all these functions. The Town may award single or multiple agreements from this solicitation.

The following provides a detailed scope of the services needed. This list is not all inclusive. Qualified firms should provide their assessment of services needed to rebuild a community after a major

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

disaster.

1. Project review and processing of development applications consisting primarily of residential development, including permit and plan materials, architectural plans and possibly grading plans;
2. Processing of development permits and exemptions;
3. Meeting with applicants on planning applications onsite or near Town Hall;
4. Developing project conditions and drafting staff reports and approval documents;
5. Analyzing technical planning documents and development plans for consistency with Town's general plan, and local zoning ordinances;
6. Consultation with regulatory agencies as necessary including, but not limited to Town, County of Butte, CAL Fire, HCD Department, and Caltrans;
7. Consultation and coordination with Town staff and departments;
8. Review of environmental assessments and determine appropriate level of CEQA review;
9. Presentation of staff reports and other documents before the Town Staff and Council, and other permitting agencies;
10. Plan review services performed professionally licensed engineers and/or by an International Code Council (ICC) certified plans examiner on an as-needed basis which shall include but not be limited to:
  - a. Building Plan Review
  - b. Mechanical Plan Review
  - c. Electrical Plan Review
  - d. Plumbing Plan Review
  - e. Grading and Shoring Plans
  - f. CalGreen Review
  - g. California Energy Compliance
11. On-site and electronic plan check engineer(s);
12. Inspection services;
13. CASp services;
14. Public Works engineering review;
15. Geotechnical review.

#### **SECTION IV - GENERAL QUALIFICATIONS**

The following selection criteria will be used to evaluate and select responsible firm(s) possessing the ability to successfully perform the desired services under the terms and conditions of the proposed agreement. The firm selection criteria will include, among others, firm integrity, compliance with public policy, record of past performance, and financial and technical resources to provide the requested services. The firm and its staff must have a solid understanding of California and local laws concerning planning and building, significant hands-on rebuild experience administering a similar program of comparable size and scale, and must demonstrate the

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

following:

1. Knowledge of State and local planning and building requirements, and best management practices;
2. Significant hands-on Disaster Recovery Rebuild experience;
3. Twelve (12) months of continuous experience obtained within the most recent two (2) years associated with reconstruction efforts following a natural disaster;
4. Past performance with regulatory agencies including but not limited to Town, County of Butte, CAL Fire, HCD Department, and Caltrans;
5. Local presence;
6. Ability to expeditiously, appropriately and effectively staff and initiate operations;
7. Exceptional customer service skills and capacity to provide responsive service to the residents and businesses of the Town.

## **SECTION V - PROPOSAL REQUIREMENTS**

Proposals must contain the following information in the specified order:

1. Cover Letter/Letter of Intent. The cover letter shall be addressed to Susan Hartman at the address below and must contain the following:
  - a. Identification of firm, including name, address and telephone number.
  - b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
  - c. A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of proposal deadline.
  - d. Signature of a person or persons authorized to bind the firm to the terms of the proposal
2. Executive Summary. In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP and provide the scope of services in Section III.
3. Statement of Qualifications and Interest. Provide a summary of the company's qualifications, credentials and related disaster recovery rebuild past experience. Describe firm's background and principals' education, training, and experience. Describe relevant public-sector experience, including similar work of same or greater scope and volume for other public agencies, as well as previous projects and present relationships with the Town.
4. Detailed description of persons and resources committed to providing these services. Provide resume and other background information regarding the individual or individuals who will serve as project managers and describe all other staff resources that will be assigned to this project based off of the Scope of Services. Provide description and estimate of technological and other resources and facilities needed to provide the project services. Please include the number of qualified personnel your firm employs, and the extent to which work may be subcontracted.
5. Understanding and Approach. Provide a statement demonstrating the firm's understanding of the proposed services and describe its approach in detail to implementing the services as outlined in the Scope of Services above. Include the firm's strategy to balance and meet the interests of all parties, including but not limited to, residents, property owners,

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE



- contractors, developers, businesses, and the Town.
6. Cost Proposal to perform the Scope of Services. Provide a total not-to-exceed annual budget for all services, including hourly or annual rates and expected weekly hours of work performed per position. Please segregate the cost-recoverable services from those which are non-cost-recoverable.
  7. Proposed Schedule. Provide a detailed schedule for implementing all or part of the proposed services, including estimated processing times for plan review, inspections and permit intake.
  8. Stability and Ability of Firm. Provide evidence of the firm's financial stability, such as current financial statements, and clarify the extent to which the firm intends to provide all or part of the proposed scope of services.
  9. Workload. Describe the firm's present and anticipated workload in the next twenty-four (24) months, the ratio of the proposed services to the firm's current and anticipated workload, and the firm's ability to provide the proposed services.
  10. References. Provide complete contact information for at least three public agency clients with whom the firm has performed similar rebuild work of the same or greater scope demonstrating a minimum of twelve (12) months of continuous experience obtained within the most recent twenty-four (24) months.
  11. Town Professional Services Agreement (PSA). Statement indicating the firm has reviewed the Town's standard PSA (Attachment E), and all attachments thereto, is able to meet the Agreement's requirements; identify exceptions to the terms of the Agreement, if any; if no exceptions taken, state none.

#### Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under California Law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by California and Federal Law and marked in bold "**Confidential.**"

The fact that a Proposer marks information in its proposal as "Confidential" does not necessarily mean that the information is exempt from public disclosure. Upon the receipt of a request for public records under the California Public Records Act (Government Code sections 6250, *et seq.*), the Town will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Proposers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the Town and without notice to the Proposer. If a Proposer fails to identify information in a proposal that the Proposer believes is exempt from disclosure, the Proposer waives any future claim that such information is exempt from public disclosure.

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

**SECTION VI – CERTIFICATION REQUIREMENTS**

Attachment C, Debarment and Suspension Certification, must be completed and submitted with the Firm’s proposal.

Attachment D, Anti-Lobbying Certification, must be completed and submitted with the Firm’s proposal.

**SECTION VII - ESTIMATED SCHEDULE**

The following information is provided as a general timeline which may be amended by the Town as necessary.

RFP Issued	February 13, 2019
Proposals due	March 1, 2019
Consideration of proposals by review board	Week of March 4, 2019

Meetings with qualified firms	Week of March 11, 2019
Council Award of Agreement (tentative)	March 19, 2019
Commencement of services	April 1, 2019

**SECTION VIII - EVALUATION PROCESS**

Proposals must fully address the requirements of this Request for Proposals, including sufficient information to verify that proposers possess the qualifications and experience necessary to provide responsive and professional services on behalf of the Town.

Proposals will be evaluated in accordance with the following criteria:

1. Quality of Proposal;
2. Quality of organization and experience of individuals to be assigned to perform the required services;
3. Demonstrated success in providing services of a similar nature in a similar context/setting;
4. Ability to provide appropriate staff with licenses and certifications to perform the services;
5. Financial and technical resources to provide the requested services;

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

6. Firm integrity, compliance with public policy; and
7. Cost.

The Town will negotiate with the most qualified firm or firms. The Town reserves the right to amend this RFP in writing at any time, in its reasonable discretion. The Town also reserves the right to cancel or reissue the RFP in its sole discretion. The Town reserves the right to reject any and /or all proposals in its discretion and the right to waive minor irregularities in any proposals. Additionally, the Town may seek clarification or additional information from proposers. The Town will not be obligated to accept the lowest priced proposal but will make an award in the best interests of the Town after all service delivery models and proposals have been evaluated. This RFP does not commit the Town to award an agreement or to pay any costs incurred in the preparation of a response to the RFP.

### **SECTION IX - SUBMITTAL INSTRUCTIONS**

Proposers shall submit Items 1-11 in *Section V Proposal Requirements*, as well as completed and signed Attachments C and D as instructed in *Section VI Certification Requirements* through a sealed proposal and shall indicate the *Project Lead/Designated Contact* in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address. The proposal shall be signed by individual(s) authorized to execute legal documents on behalf of the proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Proposals must be clear, succinct, and not exceed 40 pages or 20 sheets of 8 1/2" x 11" paper of no less than 12-point font. Responses must follow the format outlined herein. The Town may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner. Sections should be tabbed to identify the location of the required information.

No oral interpretations will be made by the Town to any firm as to the requirements of this RFP. ***Emailed PDF proposals*** titled in Subject as POST-FIRE RECOVERY AND REBUILD ASSISTANCE will be accepted at the *email below address below*. Printed copies shall be sealed, either submission format shall be submitted no later than 4:00 p.m., PST, March 1, 2019, to Dina Volenski, Town of Paradise at the following address. Proposals tendered after the deadline will be rejected.

Dina Volenski, Town Clerk  
RFP Response  
5555 Skyway  
Paradise CA 95969

dvolenski@townofparadise.com  
REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE



**SECTION X – EVALUATION CRITERIA**

Proposals will be evaluated based on but not necessarily limited to the following criteria:

<b>Criteria</b>	<b>Weights</b>
Qualifications and experience of the proposed firm and ability to perform all of the requested services.	30%
Qualifications and experience of the proposed team members for all of the requested services.	25%
Demonstration of <del>prior</del> recent successes with similar services, projects and past performance with regulatory agencies.	20%
Technical approach to the project.	15%
Proposed Cost.	10%

**SECTION XI – QUESTIONS**

For information concerning RFP procedures, interested parties may contact:

Susan Hartman,

Community Development Manager

[shartman@townofparadise.com](mailto:shartman@townofparadise.com)

530.872.6291 ext 114

**Attachments:**

ATTACHMENT A - PROPOSAL CERTIFICATION

ATTACHMENT B - COST PROPOSAL FORM

ATTACHMENT C - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

ATTACHMENT D - CERTIFICATION REGARDING LOBBYING

ATTACHMENT E - TOWN OF PARADISE PROFESSIONAL SERVICES “SAMPLE” AGREEMENT

ATTACHMENT F - FEDERAL PROVISIONS

ATTACHMENT G -INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

REQUEST FOR PROPOSALS - POST-FIRE RECOVERY AND REBUILDING ASSISTANCE

**ATTACHMENT A**  
**PROPOSAL CERTIFICATION**

**Proposers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

BY (Printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ATTACHMENT B**  
**COST PROPOSAL FORM**

The Town prefers to issue-fixed price or cost reimbursement type agreements. All non-labor related costs and other than direct costs will be billed to the Town at cost without mark-up.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES</u></b>
Project Lead/Manager	\$ _____
Plan Check Engineer	\$ _____
Building Inspector	\$ _____
Code Enforcement	\$ _____
Permit Technicians	\$ _____
Health and Safety Specialists	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

**OTHER REQUIRED POSITIONS**

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

**ATTACHMENT C**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

\_\_\_\_\_

Name and Title of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date:

\_\_\_\_\_

**INSTRUCTIONS FOR CERTIFICATION**



1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT D

### CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

---

Name and Title of contractor's Authorized Official:

---

Date:

---

## ATTACHMENT E

### TOWN OF PARADISE PROFESSIONAL SERVICES AGREEMENT WITH [NAME OF CONTRACTOR]

This "Agreement" is made as of this \_\_\_ day of \_\_\_\_\_, 2019 [leave date blank until all parties have signed or until Council approves], by and between the Town of Paradise, a municipal corporation ("Town"), and [add Contractor's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP" or "John Smith, dba Smith Consulting"], a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation" or a "Delaware Limited Liability Company" or a "Nevada Limited Partnership" or a "sole proprietor"] ("Contractor").

#### RECITALS

A. Town desires to [enter brief description of the task or project that is intended to be completed through this Agreement].

B. Town desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to Town that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

#### AGREEMENT

**NOW, THEREFORE**, Town and Contractor agree as follows:

##### 1. SCOPE OF SERVICES

Contractor shall provide to Town the services described in Exhibit A ("Scope of Services") [attach either Town's description of the services to be provided or Contractor's proposal and mark as Exhibit A]. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

##### 2. COMPENSATION

a. Town shall pay Contractor for services rendered pursuant to this Agreement at

the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to Town which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall Town be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example - "ten-thousand, five-hundred dollars and no cents (\$10,500.00)"]. Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The Town's Administrative Services Director is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide Town, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

**4. INDEMNITY**

- a.** Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Town, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Town.
- b.** The existence or acceptance by Town of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of Town's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

**5. INSURANCE**

- a.** Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Town's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide Town notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by Town as a material breach of this Agreement by Contractor, whereupon Town shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Town pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Town under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.
- b.** Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.
- c.** Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

**6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of Town, in Town's sole and absolute discretion. Contractor agrees that the Town shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

**7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Town Representative:

[Include name of Project Manager]  
[Include Address and Telephone and  
Facsimile Number]

Contractor Representative:

[Include name of Project  
Manager]  
[Include Address, Telephone and  
Facsimile Number]

**8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of Town. Town is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold Town harmless from any and all claims that may be made against Town based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of Town as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use Town facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this



Agreement, the Town does not require that Contractor use Town facilities, equipment or support services or work in Town locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between Town and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

**9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

**10. SUCCESSORS AND ASSIGNS**

Town and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

**11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. Town shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If Town gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. Town shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to Town an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. Town shall pay Contractor for any services for which compensation is owed; provided, however, Town shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to Town all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of Town without additional compensation to Contractor.

d. Town shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be “Events of Default” hereunder and the term “Event of Default” shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the Town demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the Town against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## **12. REMEDIES UPON DEFAULT**

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, Town shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to Town at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate Town for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by Town to terminate this Agreement unless Town has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If Town takes any of the previous remedial actions without terminating this Agreement Town may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the Town, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, Town must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where Town may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse Town for all costs, including costs of settlements, defense, court costs, and attorneys' fees that Town may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that Town may now or later hold shall in any way constitute a bar or defense to any action initiated by Town for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to Town is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that Town may have otherwise agreed in writing, no waiver by Town of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by Town to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by Town of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of Town of any one or more of the remedies set forth in this Section 12 shall not affect the rights of Town or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to Town is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or

power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Town to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish Town notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide Town notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

**13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of Town, not later than [enter expected completion date].

**14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to Town shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify Town in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that Town, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because Town, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from Town of the desire of Town for the removal of such person.

**15. CONFLICTS OF INTEREST**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of Town or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of Town. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town at all times during the performance of this Agreement.

**16. CONFLICT OF INTEREST REQUIREMENTS**

a. **Generally.** The Town’s Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the Town’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the Town’s Conflict of Interest Code:

yes  no

If "yes" is checked by the Town, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the Town Clerk the assuming office statements of economic interests required by the Town’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the Town Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the Town’s Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The Town may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**17. CONFIDENTIALITY OF TOWN INFORMATION**

During performance of this Agreement, Contractor may gain access to and use Town information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "Town Information") that are valuable, special and unique assets of the Town. Contractor agrees to protect all Town Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Town Information to any third party without the prior written consent of Town. In addition, Contractor shall comply with all Town policies governing the use of the Town network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**18. CONTRACTOR INFORMATION**

a. Town shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this

Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by Town.

b. Contractor shall fully defend, indemnify and hold harmless Town, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. Town shall make reasonable efforts to notify Contractor not later than ten (10) days after Town is served with any such claim, action, lawsuit or other proceeding, provided that Town's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by Town, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to Town, Town shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the Town, satisfactory to the Town Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by Town in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by Town and/or to enter into an agreement with Town, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by Town pursuant to applicable procedures required by the Public Records Act.

## **18. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

## **19. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to Town when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Paradise Town Code. Town may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Butte County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither Town acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to Town that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONTRACTOR:**

Name of Firm: \_\_\_\_\_

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Paradise Business Tax Cert. No.

\_\_\_\_\_

**Attachments:**

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C - Federal Provisions

**TOWN OF PARADISE**  
a Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the Town Attorney

**ATTEST:**

\_\_\_\_\_  
Town Clerk



## ATTACHEMENT F

### FEDERAL PROVISIONS

#### A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section A shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **D. Clean Air Act and Federal Water Pollution Control Act**

This Section B shall apply in the event the amount payable under this Agreement exceeds \$150,000.

##### Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in

turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **E. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by Town. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the Town of Paradise, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **F. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - b. Meeting Agreement performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **H. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

#### **I. MISCELLANEOUS PROVISIONS**

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Town, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions

pertaining to this Agreement.

## **J. Equal Employment Opportunity**

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that

in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT G  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the Town.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town

for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the Town in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The Town of Paradise, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish Town with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the Town before work commences and must be in effect for the duration of the Agreement. The Town reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or Town. Self-insured retentions above \$10,000 must be approved by Town. At Town's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. Town reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

